

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF NEW YORK

3 LOVERN ONFROY,

4 Plaintiff,

5 - versus -

22-CV-2314 (EK)

United States Courthouse
Brooklyn, New York

May 30, 2025

6 THE LAW OFFICES OF
7 GEOFFREY T. MOTT, P.C., ET AL.,

8 Defendants.

9 TRANSCRIPT OF CIVIL CAUSE FOR STATUS CONFERENCE
10 BEFORE THE HONORABLE ERIC R. KOMITEE
UNITED STATES DISTRICT JUDGE

11 APPEARANCES

12 Attorney for Plaintiff: THE LAW OFFICE OF AHMAD KESHAVARZ
16 Court Street #2600
Brooklyn, New York 11241
13 BY: AHMAD KESHAVARZ, ESQ.

14 Attorney for The Law Offices of Geoffrey T. Mott, P.C.
15 LAW OFFICE OF ALAN J. SASSON, P.C.
2102 Avenue Z, Suite 201
16 Brooklyn, New York 11235
17 BY: DAVID J. PRETTER, ESQ.
ALAN J. SASSON, ESQ.

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19
20 Transcription Service: Georgette K. Betts, RPR, FCRR, CCR
21 Phone: (201)314-3902
Email: Georgetteb25@gmail.com

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23 Proceedings recorded by electronic sound recording.
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1 (In open court.)

2 THE COURT: Okay. While I'm waiting for that
3 material to come up, I called everybody in here and I wanted
4 everybody in person because this is a case, as I see it, in
5 which -- and I know you disagree with this and you're going
6 to say there's emotional harm and the like, but the quantum
7 of tangible, nonemotional damages here is effectively de
8 minimis, right, we're talking about parking fees and yet
9 this case has been going on for a very long time.

10 I have advised plaintiff's counsel that obviously
11 any request for attorney's fees at the end of the day will
12 take into count the real accomplishments made on behalf of
13 the plaintiff here and it seems, given what I know about
14 this case now, it seems unlikely to me that we will see an
15 award of plaintiff's attorney's fees that will dwarf the
16 relatively de minimis quantum of real damages, and so I have
17 asked the parties to get together and talk about the
18 possibility of settling this case. Both parties acting
19 reasonably in the process and I want to check in with you on
20 where we are on that front so...

21 MR. KESHAVARZ: Thank you, your Honor.
22 Mr. Pretter and I had met in my office for over three
23 hours --

24 THE COURT: When was this?

25 MR. KESHAVARZ: On April 24th.

PROCEEDINGS

1 THE COURT: Okay.

2 MR. KESHAVERZ: I think my letter might have said
3 April 26th, but April 24th, to negotiate settlement. They
4 wanted a payment. I said that was fine, but the fundamental
5 first provision of that agreement has to be that we enter a
6 judgment today in federal district court for three times
7 whatever the total amount that we agreed to, if we agree to.
8 And now --

9 THE COURT: So why would it be three times the
10 amount you agreed to?

11 MR. KESHAVERZ: Because that's could be their
12 hammer to make sure that they don't miss their payments.

13 THE COURT: You're talking about a liquidated
14 damages provision that says if you don't pay, the damage
15 award triples.

16 MR. KESHAVERZ: Similar to that but it would be
17 actually a judgment that's entered today for that amount and
18 I agree not to execute on it for the length of time that
19 they make their timely payments.

20 THE COURT: I don't see myself entering a judgment
21 like that because it is not a real judgment, right? It's
22 conditional on things that may or may not happen and so it's
23 sort of a pretend judgment it seems to me. If you've got
24 authority from the Second Circuit or Supreme Court that
25 suggests that that's appropriate, then of course I'm happy

PROCEEDINGS

1 to rethink things, but why don't you just agree on an amount
2 that they can just pay you?

3 MR. KESHAVARZ: As a lump sum today?

4 THE COURT: Yes.

5 MR. KESHAVARZ: That's fine, but they wouldn't do
6 that so --

7 THE COURT: I mean, these numbers just like -- so
8 even in my view -- I'm not expressing a final view on the
9 merits here, this is a jury trial that we're proceeding to,
10 right, not a bench trial?

11 MR. KESHAVARZ: Correct.

12 THE COURT: So this -- I take it you had
13 permission from the other side to put the actual number in
14 the -- this is styled as the plaintiff's status letter and
15 yet it reports the actual dollar amount.

16 Is the 210,000-dollar number the agreed upon
17 amount or is that 3X the agreed upon amount?

18 MR. KESHAVARZ: That's 3X that goes to the
19 judgment. Now --

20 THE COURT: Okay.

21 MR. KESHAVARZ: -- Mr. Pretter and I sat down,
22 literally I was typing it up as we were talking about the
23 language --

24 THE COURT: Okay.

25 MR. KESHAVARZ: -- and we agreed to the exact

PROCEEDINGS

1 language because I didn't want to --

2 THE COURT: So what's the sticking point? It's
3 the --

4 MR. KESHAVARZ: They don't want to agree to the
5 fundamental first term of our settlement discussion.

6 THE COURT: Which is the tripling?

7 MR. KESHAVARZ: Yeah, and most importantly, that
8 we enter a judgment today.

9 THE COURT: Okay. Well, if it makes you feel any
10 better, I'm not sure I would agree to any of that either, so
11 how can you settle this case in the kind of in the ordinary
12 manner in which cases are typically settled that doesn't
13 require a condition or theoretical judgment from the Court?

14 MR. KESHAVARZ: A payment today or, you know, 21
15 days, payment of a lump sum at once, not a payment --

16 THE COURT: So if they're willing to pay \$70,000
17 over some term pursuant to a payment plan, how much would
18 you be willing to accept if they were going to actually just
19 cut you a check on the day of settlement --

20 MR. KESHAVARZ: If I were --

21 THE COURT: -- or within seven days.

22 MR. KESHAVARZ: If they cut a check today for
23 \$70,000, then I would accept that. That is the total amount
24 that they agreed to pay.

25 THE COURT: No, but you're saying -- I mean,

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1 here's the point. If for whatever reason they default on
2 their obligation to pay you the 70,000, then presumably they
3 are going to default on their obligation to pay you 3X the
4 70,000. And I understand you can then go, you know, chase
5 assets and try to enforce the judgment and maybe that is
6 worth substantially more than \$70,000 to you, I don't know,
7 but I would have guessed that cash in hand is worth more
8 than the \$70,000 even with your tripling device, and so
9 therefore if they were just going to cut you check, you'd be
10 willing to accept 50 --

11 MR. KESHAVERZ: No --

12 THE COURT: -- or something like that.

13 MR. KESHAVERZ: -- absolutely not. The first term
14 that we agreed on, if they want to do a payment plan is a
15 lump sum judgment today and I will not enforce it so long as
16 they agreed to the payment plan.

17 THE COURT: Lump sum judgment but that doesn't
18 mean you're getting money --

19 MR. KESHAVERZ: I --

20 THE COURT: -- whereas, in my -- I just want to
21 make sure you understand what I'm proposing, I'm proposing
22 you actually get the money and therefore it's worth it for
23 you to take something less than 70, is that not the case?

24 MR. KESHAVERZ: It's not the case.

25 THE COURT: Okay.

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7

1 MR. KESHAVERZ: That was the first term we agreed
2 to. Everything else flew -- went from that. Mr. Pretter
3 had his client on the phone for about 20 minutes and came
4 back and he says, yes, we agree to that fundamental --

5 THE COURT: What's the payment plan?

6 MR. KESHAVERZ: It is 70,000 equal payments over
7 12 months.

8 THE COURT: Monthly?

9 MR. KESHAVERZ: Monthly, and that they didn't even
10 pay the first month.

11 THE COURT: What do you mean they didn't pay the
12 first month?

13 MR. KESHAVERZ: The agreement says that they are
14 supposed to pay by May 1st.

15 THE COURT: So this agreement is inked and --

16 MR. KESHAVERZ: No, it's -- they haven't signed
17 it.

18 THE COURT: So why would they make a payment if
19 they haven't signed the agreement?

20 MR. KESHAVERZ: Because they agreed to all the
21 material terms and now they don't want to agree to the
22 material terms. The first and --

23 THE COURT: Are you saying this term was agreed to
24 orally and then --

25 MR. KESHAVERZ: And in writing. We typed it up

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1 together. We literally sat down next to each other,
2 literally, and we were typing this document together.

3 THE COURT: All right. Assume that I'm not,
4 absent some presentment of authority from the Second Circuit
5 or the Supreme Court, that I'm not going to enter a judgment
6 that calls for this tripling and certainly not going to
7 enter a judgment that shows \$210,000 on the face of it on
8 day one, when that is a conditional number and not a
9 definitive one, where does that leave you?

10 MR. KESHAVERZ: Well, that -- two things. First,
11 I have entered that in this Court.

12 THE COURT: Entered what in this Court?

13 MR. KESHAVERZ: Multiple judgments entered in
14 today and held in abeyance --

15 THE COURT: I mean, that's nice that you've done
16 it in this Court, but that's not binding authority.

17 MR. KESHAVERZ: The second point is that I will
18 not agree to a payment plan --

19 THE COURT: Fine.

20 MR. KESHAVERZ: I need a lump sum today. I don't
21 know what the issue --

22 THE COURT: And lump sum has to be 70, it cannot
23 be 65?

24 MR. KESHAVERZ: That's what we agreed to, yes.

25 THE COURT: All right. Why can't your clients

1 come up with a money, like it's a law firm. I understand it
2 may squeeze them and you have the rest of the year might be
3 a lot less fun, but, yes, the difference between \$70,000 now
4 and \$70,000 over the course of the year at today's interest
5 rates is just not that large, right, for people who are
6 solidly within the middle class, if not upper middle class,
7 like, just get the case done.

8 MR. PRETTER: I mean, I understand that, your
9 Honor, but just regarding the discussions we had, I was in
10 the office there, we did discuss --

11 THE COURT: I don't want to go through who said
12 what to whom.

13 MR. PRETTER: I understand that. Also, the
14 agreement that was proposed that we put together also
15 included defendants that are discontinued against the action
16 if they do not sign off. They are part of the release in
17 the proposed settlement agreement, which they are not
18 defendants any more in the action, so that was also one
19 issue that we had --

20 THE COURT: Sorry, say that again I'm not
21 following.

22 MR. PRETTER: The settlement agreement that was
23 written up included defendants that are already discontinued
24 against and for them to sign off on the settlement agreement
25 as well. So there were several weeks we went back and

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1 forth.

2 THE COURT: They want that or you want that?

3 MR. PRETTER: The plaintiff put that into the
4 settlement agreement, that the discontinued parties should
5 also be signing on the settlement agreement.

6 THE COURT: Signing and agreeing to do what?

7 MR. PRETTER: Well, that's --

8 MR. SASSON: Basically releasing the plaintiff as
9 a tenant from any rental arrears. So this way -- this way
10 the plaintiff -- the defendants who are the landlords at the
11 time won't come after the plaintiff for any rental
12 agreements.

13 THE COURT: So you're asking that nonparties,
14 people who are not or are no longer parties to this action
15 become parties to the settlement agreement?

16 MR. KESHAVARZ: No, the main point is that they'll
17 indemnify us if that happens. If they go after my client
18 for money that there is a dispute about whether we owe
19 because of the actions the Mott firm, we don't have to get
20 into all allegations -- (inaudible).

21 THE COURT: To me it sounds like -- can I just
22 tell you what my real world view of this case is and you
23 tell me what I'm missing. My real world view of this case
24 is that you may have arguments about whether the money was
25 rightly due or wrongly due or whatever the arguments are,

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1 but your client was living in an apartment and not paying
2 rent and the defendants, some or all of them, took action
3 both to recover the unpaid rent and to evict and you didn't
4 like that they took that action in multiple forums and I
5 said in my order on the motion to dismiss that, that's
6 right, like you may have a cause of action for the filing of
7 multiple claims when one would have sufficed. But none of
8 that changes the fact that your client lived in an apartment
9 and didn't pay rent and so she, if that's true, got some
10 very meaningful benefits from the defendant, and on her side
11 of the ledger she was subjected to the inconvenience and/or
12 abuse of, we'll see what the jury says, having to defend two
13 lawsuits when one would have sufficed, which involves a bit
14 of time and some parking fees.

15 The idea that she's, therefore, entitled to, you
16 know, many tens of thousand of dollars, I could well be
17 missing something but it seems to me to -- it seems to me
18 like a settlement anywhere near the zone of what you're
19 talking about here would be extremely favorable to your
20 client. I could be wrong, I could be missing something, it
21 could be that she really doesn't owe any money for her rent,
22 but I'm not sure why that would be and I'm not --

23 MR. KESHAVARZ: That's in our amended complaint
24 why.

25 THE COURT: Well, tell me why.

1 MR. KESHAVERZ: Because they have what's call
2 ERAP, a lump sum of money from the government that went to
3 the landlord, 23,000 something dollars. All the money
4 before then settled out --

5 THE COURTROOM DEPUTY: Sir, turn your mic on,
6 please.

7 MR. KESHAVERZ: Sorry. All the money prior to a
8 certain date was resolved by a judgment in one court.

9 THE COURT: The judgment that they succeeded in
10 collecting on or did not succeed?

11 MR. KESHAVERZ: That they obtained in Supreme
12 Court at the same time they were pursuing it in L&T Court.

13 THE COURT: Right, but did she pay that judgment?

14 MR. KESHAVERZ: That's my point. They got money
15 from the government and they used that impermissibly to
16 obtain -- to pay the judgment to pay the landlord and pay
17 their attorney. That is not allowed under the ERAP program.

18 THE COURT: All right, but she lived rent free is
19 the bottom line.

20 I'm just talking about the jury appeal of your
21 case here. She doesn't seem like the most sympathetic
22 victim of this century. Again, I could be wrong, jurors
23 have surprised me before and one day they will again, but
24 you all need to work this out.

25 Do we have a trial date in this case?

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1 MR. PRETTER: No.

2 THE COURT: All right. I'm setting a trial date
3 in this case now. What is there between now, is there a
4 summary judgment motion pending?

5 MR. KESHAVARZ: I don't have one. They indicated
6 they might file one and if they do I --

7 THE COURT: Is discovery complete?

8 MR. PRETTER: No, your Honor.

9 THE COURT: What remains of discovery?

10 MR. PRETTER: Plaintiff's deposition and I think
11 they want to hold more defendants' depositions.

12 THE COURT: Why haven't you taken plaintiff's
13 deposition yet?

14 MR. PRETTER: Because when we had the meet and
15 confer on your Honor's order, we had held one of the
16 defendants, they were noticed and scheduled and since we
17 came to the dollar amount of the agreement, we've canceled
18 those depositions.

19 THE COURT: All right, if this case is not settled
20 before that I want the plaintiff's deposition to occur in
21 the next 28 days. That's an order.

22 What else remains of discovery?

23 MR. KESHAVARZ: Two things. One -- maybe they
24 could -- let me get to --

25 THE COURT: What else remains of discovery?

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1 MR. KESHAVERZ: The deposition of one of the
2 remaining defendants.

3 THE COURT: Which one?

4 MR. KESHAVERZ: Samuel Miller, a 30(b)(1)
5 deposition of the paralegal and a --

6 THE COURT: Say that again. What's the 30(b)(1)
7 deposition of a paralegal?

8 MR. KESHAVERZ: The 30(b)(1) deposition of a
9 paralegal who apparently runs the office. At the deposition
10 of Mr. Mott seemed to indicate that -- well, in any event,
11 we had agreed to her deposition on a date certain, and we
12 can get into the fact of that, and then there was an issue
13 of subpoena of the later --

14 THE COURT: Am I missing something, do you mean
15 30(b)(6)?

16 MR. KESHAVERZ: 31, excuse me. Did I say
17 30(b)(6)?

18 THE COURT: No --

19 MR. KESHAVERZ: I apologize.

20 THE COURT: -- you said 30(b)(1), I'm asking if
21 you meant 30(b)(6).

22 MR. KESHAVERZ: No. We have a 30(b)(6), we've
23 taken that as Mr. Mott in both the 30(b)(1) and 30(b)(6)
24 context.

25 THE COURT: All right. So 30(b)(1) requires a

1 name from you, right?

2 MR. KESHAVARZ: We now have a name from his
3 deposition testimony. Actually, I think it was --

4 THE COURT: What's the name?

5 MR. KESHAVARZ: -- notice in the name -- I don't
6 recall off the top of my head, but it is in the deposition
7 transcript. I don't think it's a fact issue about who it
8 was, I think it's only one person.

9 THE COURT: The paralegal at the defendant law
10 office.

11 MR. KESHAVARZ: Yeah, Mr. Mott identified who that
12 person was.

13 THE COURT: All right, so we're talking about
14 three depositions, those should all conclude in the next 28
15 days, all three.

16 What else remains of discovery?

17 MR. KESHAVARZ: Subpoena of documents from the
18 landlord defendants. Mr. Mott said in this deposition that
19 he doesn't have any documents.

20 THE COURT: What documents are you looking for?

21 MR. KESHAVARZ: The pattern and practice issues
22 about suing all these other people for rent that's not owed.

23 THE COURT: All right. That subpoena, if it
24 hasn't been complied with already, should be complied with
25 within the next 28 days.

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1 MR. KESHAVERZ: Well, it needs to be issued. I
2 held off on it because I thought --

3 THE COURT: Issue it tomorrow and comply with it
4 in 28 days.

5 MR. PRETTER: We're talking about landlords who
6 are not part of the action anymore?

7 THE COURT: Oh, they've been --

8 MR. PRETTER: Dismissed.

9 THE COURT: Okay. All right, so I'm not going to
10 order them to comply by any particular -- you'll tell them
11 to comply and if they want to quash the subpoena, they'll
12 come back to me.

13 MR. KESHAVERZ: May I? The bottom line, if I can
14 get \$70,000 today I'll dismiss the case. Just give me
15 \$70,000 today or tomorrow, 21 days --

16 THE COURT: What if you get \$60,000 tomorrow and
17 you don't have to deal with jerry-rigged conditional
18 judgments and 12-month payment plans and everything else.

19 What are interest rates right now, 5 percent. If
20 you can get \$60,000 today that might literally be worth the
21 same in net present value as \$70,000 -- no, it's not, but 65
22 might be worth 70 in NPV terms.

23 Talk -- I don't know what you all are going to do,
24 it sounds like you're very close, don't be too creative when
25 it comes to spring-loaded judgments or whatever else it is

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1 you're talking about, reach an agreement and file it and
2 then you don't have to go forward with any of this other
3 stuff knowing that you may all be unhappy at the end of the
4 day depending on which way this goes.

5 All right, so the discovery will conclude within
6 28 days. Summary judgment motions, if any, will be due 28
7 days thereafter.

8 MR. KESHAVARZ: Can I get an additional 30 days
9 I'm out of the country I'm and I -- I'm out of the country
10 and then I come back I have a jury trial as soon as I come
11 back.

12 THE COURT: Are you moving for summary judgment --

13 MR. KESHAVARZ: Unless --

14 THE COURT: -- or are you just responding to the
15 defense motion for summary judgment?

16 MR. KESHAVARZ: If they move for summary judgment
17 then I'll likely file a cross motion. If they don't move
18 for summary judgment, then I'm not going to move for summary
19 judgment.

20 THE COURT: Okay. So 28 days from now is...today
21 is the 30th of May. Discovery to conclude by June 27th.
22 Motions for summary judgment by July 25th. The response by
23 August 22nd, and if you're going to cross move for summary
24 judgment you can do it on August 22nd, but in the same 25
25 pages in which you're opposing the --

1 MR. KESHAVERZ: May I? I'm leaving the country on
2 June 19th.

3 THE COURT: For how long?

4 MR. KESHAVERZ: I'm coming back on July 7th and
5 then I have a jury trial on July 21st. My question is, can
6 we get an additional 30 days.

7 THE COURT: For what?

8 MR. KESHAVERZ: For the --

9 THE COURT: For all of these deadlines?

10 MR. KESHAVERZ: Well, definitely for the summary
11 judgment deadlines.

12 THE COURT: Why, you don't have anything due until
13 12 weeks from now. Thirty days -- or 28 days for discovery,
14 that's four weeks, another 28 days until their motion is
15 due, and then another 28 days until you have to write
16 something. Your first deadline here, apart from the
17 discovery stuff, is August 22nd.

18 MR. KESHAVERZ: Oh, okay, I misunderstood.

19 THE COURT: So those are the deadlines, and
20 everybody should expect that no extensions will be granted
21 on this absent some extraordinary circumstances that none of
22 us are able to foresee at this point.

23 MR. PRETTER: If he says he's leaving June 19th,
24 that gives us three weeks to complete depositions.

25 THE COURT: Fine. Get them done in three weeks or

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1 cancel the vacation if they are not done. It's three people
2 and you all know the issues in this case backward and
3 forward and this case has been kicking around for three
4 years now, so that's that.

5 Oh, so and then there's a reply which will be due
6 on September 3rd. And if there is a cross motion I guess
7 we'll see replies from both sides all by September 3rd.

8 The trial in this case will commence on
9 October 6th.

10 MR. PRETTER: Can I ask after the holiday of
11 Sukkot starts then and it ends the 15th.

12 THE COURT: What about trial on September 9th,
13 10th and 11th? I take it this is a one-day trial, right,
14 maybe two?

15 MR. PRETTER: Probably two.

16 THE COURT: All right, jury selection
17 September 8th, opening statements the morning of
18 September 9th.

19 THE COURTROOM DEPUTY: An MJ will be selecting the
20 jury, your Honor?

21 THE COURT: Does anybody oppose the selection of
22 the jury by the magistrate judge here?

23 MR. KESHAVERZ: No, your Honor. I was thinking --

24 THE COURT: All right.

25 MR. KESHAVERZ: -- if the jury --

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1 THE COURT: Hearing no objections the magistrate
2 judge will select the jury.

3 MR. KESHAVARZ: I thought there would be two days,
4 no more than two days testimony, that's what I had
5 anticipated, but if we're not going to start until the 9th
6 then I'd want --

7 THE COURT: We'll be done by the 12th I would
8 expect. If we have to go to the 15th, we will, but --

9 MR. KESHAVARZ: Okay.

10 THE COURT: -- I doubt it.

11 MR. PRETTER: We did request if we could be sent
12 back to the magistrate just to see if we could finalize,
13 memorialize and get a signed settlement agreement.

14 THE COURT: Who is the magistrate judge again?

15 MR. PRETTER: Judge Bloom.

16 THE COURT: Judge Bloom is retired, so we would
17 need a new magistrate judge.

18 THE COURTROOM DEPUTY: One will be assigned after
19 the conference, Judge.

20 THE COURT: We'll get one assigned and we will
21 refer you. Are we sure there hasn't been one assigned
22 already, I think that might have happened already in all her
23 cases.

24 THE COURTROOM DEPUTY: I don't think so, it hasn't
25 happened yet.

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1 THE COURT: Okay, we'll facilitate that.

2 Anything else from the plaintiff's side before we
3 adjourn today?

4 MR. KESHAVARZ: No, I'm just hoping maybe I can
5 get the client on the phone when we walk out the door --

6 THE COURT: I think you all should resolve this
7 before lunch. I don't even think you need to see a
8 magistrate judge. It sounds like you're close enough
9 together that --

10 MR. KESHAVARZ: If they can get the client on the
11 phone, I can get my client on the phone and we can walk
12 outside and settle this right now if we get the number --

13 THE COURT: There you have it.

14 MR. KESHAVARZ: -- that's paid in the lump sum,
15 then we'll be done.

16 THE COURT: That's right. And if, by the way, if
17 you settle the case and you want to come back today to put
18 the settlement terms on the record so that everything is
19 locked in, call chambers and we'll see if we can facilitate
20 that.

21 Anything else from the plaintiff's side?

22 MR. KESHAVARZ: That's it, your Honor. Thank you.

23 THE COURT: Anything else from the defense?

24 MR. PRETTER: No, thank you, your Honor.

25 THE COURT: All right, thank you all.

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1 (Matter adjourned.)

2 (Second call of the case.)

3 THE COURTROOM DEPUTY: You want me to make this a
4 second call, your Honor?

5 THE COURT: Yes, please.

6 THE COURTROOM DEPUTY: Second call for civil
7 conference -- I'm sorry, your Honor, we're waiting. Second
8 call for civil status conference, docket number 22-CV-2314,
9 Onfroy versus The Law Offices of Geoffrey T. Mott.

10 Counsel, please state your name for the record.

11 MR. KESHAVARZ: Ahmad Keshavarz of The Law Office
12 of Ahmad Keshavarz for plaintiff.

13 MR. PRETTER: David Pretter, The Law Office of
14 Alan J. Sasson for the defendants.

15 MR. SASSON: Alan J. Sasson for defendants.

16 THE COURT: Everyone please be seated. This is a
17 second call because I'm advised that the parties have
18 reached an agreement to settle the case.

19 Who would like to put that agreement on the
20 record?

21 MR. KESHAVARZ: I can read it into the record and
22 I can be corrected if anything needs to be.

23 THE COURT: Please.

24 MR. KESHAVARZ: Okay. The terms to settle this is
25 as follows:

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1 Defendants, The Law Office of Mr. Mott and he,
2 personally, will pay a total of \$70,000 starting with
3 \$15,000 at the end of the first --

4 MR. PRETTER: The first business day of July.

5 MR. KESHAVARZ: The first business day of July and
6 every first business day thereafter for four months 15,000
7 each and then --

8 THE COURT: The first business day of each month?

9 MR. KESHAVARZ: Yes.

10 MR. PRETTER: Yes, your Honor.

11 THE COURT: Okay. \$15,000 each for four months
12 and then 10,000 for the fifth month for a total of 70,000.

13 They will issue an ex--- they will draft and
14 execute and give to me a Confession of Judgment for the full
15 amount minus any payments made in the form of the same or
16 substantially similar to the one they used in index number
17 033069, 2025 Rochester County --

18 MR. PRETTER: Rockland County.

19 MR. KESHAVARZ: Rockland County.

20 THE COURT: When is that Confession of Judgment to
21 be furnished?

22 MR. KESHAVARZ: The original they'll draft it and
23 the original will be delivered to my office by June 13th.
24 They are going to scan and email one the week before.

25 The Notice of Breach is they have a notice, one

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1 time of -- one breach by fax to their fax number, they have
2 15 calendar days to cure, after that we can file and execute
3 on the Confession of Judgment. There's only one notice.

4 THE COURT: What does that mean?

5 MR. KESHAVERZ: So if they miss June -- July's
6 payment we give them notice, they catch up, they miss
7 August's payment we don't have to give them notice anymore.
8 We can file a Confession of Judgment right there and then
9 execute on it.

10 THE COURT: Okay. Where would the Confession of
11 Judgment be filed? State court presumably, correct?

12 MR. PRETTER: It would be filed in the state where
13 the defendant resides.

14 THE COURT: Yes.

15 MR. PRETTER: Which would be Nassau County.

16 MR. KESHAVERZ: Time is of the essence. There are
17 no de minimis breaches. They'll issue a 1099, if at all, to
18 me and I will give them a W-9 within 30 days of the request.

19 None of the parties are admitting liability.

20 The Court retains jurisdiction until the payments
21 are made. And after that we will discontinue Mr. Miller
22 without prejudice.

23 MR. PRETTER: Mr. Miller is now.

24 MR. KESHAVERZ: After the payment.

25 MR. PRETTER: Mr. Mott and the firm will be

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1 discontinued --

2 MR. KESHAVERZ: We'll discontinue Mr. Miller
3 without prejudice within 30 days.

4 THE COURT: Why do I need to retain jurisdiction
5 if nothing is happening here but the exchange of money for
6 lateness? You're getting a Confession of Judgment, you'll
7 take that to state court, what would there be for me to do?

8 MR. KESHAVERZ: Well, the main thing actually
9 would run the full-time period so I get the Confession of
10 Judgment with like that date -- I don't want them to breach
11 within like two weeks and then have to file a lawsuit in
12 state court.

13 THE COURT: All right, so I'll retain jurisdiction
14 for 30 days, if that's acceptable to both parties. Is that
15 acceptable to the plaintiff?

16 MR. KESHAVERZ: Yes.

17 THE COURT: And to the defense?

18 MR. PRETTER: Yes.

19 MR. SASSON: Yes.

20 THE COURT: Okay. So that will take you beyond
21 the June 13th due date for the Confession of Judgment.

22 MR. KESHAVERZ: There are no other terms of the
23 agreement other than what we have read into the record. I
24 believe that's everything.

25 THE COURT: Well, presumably there is a release.

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1 MR. KESHAVARZ: The parties will execute a
2 Bloomberg, standard Bloomberg release.

3 MR. PRETTER: And the payment will be through a
4 wire from defendants to Mr. Keshavarz IO account.

5 MR. KESHAVARZ: Issued and released after the last
6 payment, the Bloomberg release after the last payment.

7 THE COURT: Okay, and this agreement is intended
8 to be final now --

9 MR. KESHAVARZ: Yes.

10 THE COURT: -- correct?

11 Is there any written writing contemplated?

12 MR. PRETTER: No, just this.

13 THE COURT: This record.

14 MR. PRETTER: Right.

15 MR. SASSON: Right.

16 THE COURT: Both parties agree?

17 MR. PRETTER: Yes, your Honor.

18 MR. KESHAVARZ: Yes.

19 THE COURT: Okay. All right, just so the dates
20 are clear, the first business day in July is July 1st,
21 right, that Tuesday.

22 Let me get this, I'm sorry.

23 (Phone interruption.)

24 I'm having lunch delivered and I came up here
25 forthwith, but I don't want to leave the delivery person

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1 waiting, so I left my phone on. Let me just advise my law
2 clerks of this.

3 MR. PRETTER: Thank you, your Honor for obliging.

4 THE COURT: Okay, all right, back to the timeline.
5 July 1st is the first business day of July, correct?

6 MR. PRETTER: Yes.

7 THE COURT: So a 15,000-dollar payment will be due
8 then.

9 The second payment will be due August 1st, which
10 is a Friday, also \$15,000.

11 September 1st is Labor Day, so payment number
12 three will be due September 2nd, Tuesday, also of \$15,000.

13 And October 1st is a Wednesday, I think it's Yom
14 Kippur, but it is a business day nevertheless and \$15,000
15 will be due on or before that date. That gets you to a
16 total of \$60,000 right?

17 And payment number five will be due Monday,
18 November 3rd, that's \$10,000, and that is the final payment.

19 Is that correct?

20 MR. KESHAVARZ: That is correct.

21 MR. PRETTER: Yes.

22 MR. SASSON: Correct, your Honor.

23 THE COURT: Okay.

24 MR. KESHAVARZ: Not to get hyper technical, the
25 notice should be faxed to the law office, Mr. Sasson,

1 (347)244-7178 or any subsequent fax number they have.

2 THE COURT: You agree that that's your fax
3 number --

4 MR. SASSON: Yes.

5 THE COURT: -- or your client's fax number?

6 Okay. And the Confession of Judgment to be
7 provided to plaintiff's counsel by, you said, June 13th?

8 MR. KESHAVARZ: The original by June 13th.

9 THE COURT: The executed original.

10 MR. KESHAVARZ: Correct.

11 THE COURT: With an executed original to be
12 scanned to plaintiff's counsel you said a week before that?

13 MR. KESHAVARZ: Correct.

14 THE COURT: Okay. Defense agrees.

15 MR. PRETTER: If we could get June 9th because
16 there is a holiday Monday and Tuesday, the office is closed,
17 so I hope I could --

18 THE COURT: June 9th for the scan?

19 MR. PRETTER: Yeah.

20 THE COURT: Why don't you do the scan -- you can
21 do this in like three days, right, like, just get it before
22 the holiday.

23 MR. PRETTER: I mean, I could email it to him
24 today prepared, but I'm not available Monday and Tuesday, so
25 if I get in my email by Wednesday, he sends it back again.

1 THE COURT: Right, so June 13th is two weeks from
2 today, right?

3 MR. PRETTER: Uh-huh.

4 THE COURT: And is there a holiday Monday, Tuesday
5 or Wednesday next week?

6 MR. PRETTER: Monday and Tuesday.

7 MR. SASSON: Monday and Tuesday.

8 THE COURT: So you can get this on Friday,
9 June 6th, right?

10 MR. PRETTER: Hopefully I'll send it to my client
11 before Sabbath starts this evening but --

12 THE COURT: Right.

13 MR. PRETTER: Yes.

14 THE COURT: We're going to get you home.

15 MR. PRETTER: Right. I'll follow up with him on
16 Wednesday.

17 THE COURT: All right.

18 Yes, I regard the critical date in respect of the
19 Confession of Judgment to be the receipt of the original by
20 June 13th. I'm not sure it would be a material breach if
21 the scan comes to you a day late, but get the scan in on
22 time and by all means don't miss the deadline for the
23 original.

24 Anything else from the plaintiff's side here?

25 MR. KESHAVERZ: No, but thank you for your

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1 assistance in this case.

2 THE COURT: I am happy to do it.

3 Anything else from the defense side?

4 MR. PRETTER: Nothing.

5 THE COURT: All right, gentlemen, I think we have
6 an agreement.

7 MR. KESHAVERZ: Thank you, your Honor.

8 MR. PRETTER: Thank you, your Honor.

9 THE COURT: Enjoy the weekend.

10 MR. PRETTER: Enjoy your lunch.

11 THE COURT: Thank you.

12 (Matter concluded.)

13 * * * * *

14 I certify that the foregoing is an accurate
15 transcript from the official electronic sound recording of
16 the proceedings in the above-entitled matter.

17
18 s/ Georgette K. Betts

June 25, 2025

19 GEORGETTE K. BETTS

DATE